

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

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Amendment to the Commission's Rules )  
Regarding a Plan for Sharing )  
the Costs of Microwave Relocation )

WT Docket No. 95-157  
RM-8643

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**COMMENTS OF AT&T WIRELESS SERVICES, INC.**

AT&T Wireless Services, Inc. ("AT&T")<sup>1/</sup> hereby submits its comments on the Notice of Proposed Rulemaking in the above-captioned proceeding.<sup>2/</sup> AT&T urges the Commission to adopt a cost-sharing mechanism and related relocation guidelines that provide PCS licensees and microwave incumbents with the necessary incentives for relocating incumbents in an efficient and expeditious manner.

**INTRODUCTION AND SUMMARY**

In the Notice, the Commission proposes a plan for sharing the costs of relocating incumbent fixed microwave users in the 1850 to 1990 MHz ("2 GHz") band.<sup>3/</sup> AT&T

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<sup>1/</sup> AT&T was the second largest bidder in the Commission's A and B band auctions for PCS spectrum. AT&T has paid the U.S. Treasury more than \$1.6 billion dollars for the right to provide PCS service to more than 107 million pops.

<sup>2/</sup> Amendment to the Commission's Rules Regarding a Plan for Sharing the Costs of Microwave Relation, Notice of Proposed Rule Making, WT Docket No. 95-157, RM-8643, FCC No. 95-426 (released Oct. 13, 1995) ("Notice").

<sup>3/</sup> The first phase of the relocation process is a fixed two-year period for voluntary negotiation, during which PCS providers and incumbent microwave licensees are encouraged, but are not required, to reach an agreement on relocation. See Redevelopment of Spectrum to Encourage Innovation in the Use of New Telecommunications Technologies, Third Report and Order and Memorandum Opinion and Order, 8 FCC Rcd 6589, 6591 (1993) ("Third (continued...)

agrees that such cost-sharing is essential to "promote the equitable relocation of microwave systems and the rapid deployment of PCS."<sup>4/</sup> To this end, AT&T has entered a cost-sharing agreement with Wireless Co. L.P., PhillieCo, PCS PrimeCo, L.P., and GTE Macro Communications Service Corporation ("Cost-Sharing Agreement" or "Agreement").<sup>5/</sup> The Cost-Sharing Agreement will enable the parties to the Agreement to relocate incumbent microwave users in an economical and efficient manner.

AT&T supports the Commission's efforts to develop a generally applicable cost-sharing mechanism, so long as parties are not precluded from negotiating alternative cost-sharing terms such as those embodied in the Cost-Sharing Agreement. The Commission should also consider adopting the Cost-Sharing Agreement's "proximity threshold" for determining interference for purposes of cost-sharing rather than TIA Bulletin 10-F. By establishing a bright line for determining which relocation expenditures are eligible for

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<sup>3/</sup>(...continued)

Report and Order"). For the A and B blocks, this two-year period commenced on April 5, 1995. "Wireless Bureau Announces Initiation of Voluntary Negotiation Period for A and B Block PCS licensees and 2 GHz Incumbent Microwave Licensees," Public Notice, DA 95-872 (Wireless Bureau, April 18, 1995). The second phase is a one-year period for mandatory negotiation during which PCS licensees and incumbent microwave users must negotiate in good faith and reach an agreement on relocation. Third Report and Order, 8 FCC Rcd at 6595. A public safety licensee is entitled to a three-year voluntary negotiation period and a two-year mandatory period. See Redevelopment of Spectrum to Encourage Innovation in the Use of New Telecommunications Technologies, Second Memorandum Opinion and Order, 9 FCC Rcd 7797 (1994) ("Second Memorandum Opinion and Order").

<sup>4/</sup> Notice at ¶ 3.

<sup>5/</sup> See Letter of November 7, 1995 from Cathleen A. Massey, AT&T Wireless Services, Inc. Vice President - External Affairs, to William F. Caton, Acting Secretary, attached as Exhibit A. The auction payments by the parties to the agreement represent more than three-quarters of the total amount bid for A- and B-Block PCS licenses.

reimbursement, the proximity threshold would minimize disputes over the liability for relocation costs.

Several other modifications to the cost-sharing proposal would facilitate the microwave relocation process. In particular, the Commission should permit microwave licensees to waive their rights under the Commission's relocation rules; immediately cease issuing new primary microwave licenses in the 2 GHz band; and clarify the procedures for relocating microwave licensees operating on secondary status. In addition, the Commission should require public safety incumbents to certify their status to PCS providers at the beginning of the negotiation process.

Finally, even the best cost-sharing plan will not ensure the rapid deployment of PCS unless the Commission takes decisive steps to end the abuse of the voluntary negotiation period by some incumbent microwave users. The general unwillingness of these incumbents to enter into relocation agreements during this period has already delayed the deployment of PCS. To enable PCS licensees to bring their services to market as quickly as possible, the Commission should require incumbents to negotiate in good faith and shorten the voluntary period for negotiations so that it extends no longer than one year after the licensee initiates such negotiations.

**I. PCS LICENSEES SHOULD BE ABLE TO ENTER INTO COST-SHARING AGREEMENTS IN LIEU OF ANY MECHANISM ADOPTED BY THE COMMISSION**

The Commission proposes a cost-sharing formula that would mathematically determine the liability of PCS licensees for the costs of microwave relocation.<sup>6/</sup> The

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<sup>6/</sup> Notice ¶ 29.

Commission's proposed formula would impose the greatest share of expenses on the PCS provider that actually relocates a microwave licensee, with each subsequent PCS provider bearing a smaller share, which would decrease over time.<sup>7/</sup> Reimbursement costs would be capped at \$250,000 per link, with an extra \$150,000 if a tower is required.<sup>8/</sup> The Commission proposes to use TIA Bulletin 10-F as the basis for determining whether a microwave link interferes with a PCS facility for purposes of establishing liability for reimbursement.<sup>9/</sup>

The Cost-Sharing Agreement among AT&T, Wireless Co. L.P., PhillieCo, PCS PrimeCo, L.P., and GTE Macro Communications Service Corporation establishes liability for relocation costs if a microwave link is co-channel with the licensed A and/or B PCS band(s) of a party or one or more other parties; another party has paid the relocation costs of the incumbent; and a party turns on a fixed base station within a "proximity threshold" formed by a rectangle 30 miles by 15 miles on each side of both nodes of the microwave

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<sup>7/</sup> Id. at ¶ 31.

<sup>8/</sup> Id. at ¶ 43. The Commission should clarify that the \$150,000 for tower-related expenses includes modifications to existing towers as well as relocation to a new tower.

<sup>9/</sup> Id. at ¶ 52.

link.<sup>10/</sup> The Agreement caps relocation costs, and generally provides that these costs will be shared equally by all parties to the Agreement.<sup>11/</sup>

The proximity threshold in the Agreement will reduce disputes over relocation costs and further the Commission's goal of rapid deployment of PCS. Unlike the Commission's proposal to use a clearinghouse to administer its cost-sharing plan,<sup>12/</sup> moreover, the Cost-Sharing Agreement does not require a centralized clearinghouse or any of the administrative costs associated with such oversight. Instead, PCS providers need only notify other parties to the Agreement that they have relocated a microwave link,<sup>13/</sup> with arbitration available for disputes that may arise between parties to the agreement.<sup>14/</sup> With each PCS provider absorbing its own costs of administering the cost-sharing mechanism, all parties to the

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<sup>10/</sup> See Exhibit A, § 1. So-called "stranger links," or links owned by an incumbent microwave user that do not operate within the licensed A and/or B PCS bands, are also compensable. See *id.* at § 9. The Cost-Sharing Agreement expires after 10 years unless extended by the parties. *Id.* at § 16.

<sup>11/</sup> *Id.* at §§ 5, 7(a)-(b). For costs up to and including \$250,000, the party need only show that the payments were made to or for the benefit of the incumbent microwave licensee. Relocation costs beyond \$250,000 will not be compensable unless they are demonstrated to be reasonably necessary and reflect actual costs. *Id.* at § 7. Like the Commission's proposal, see Notice at ¶ 37, premiums would not be eligible for reimbursement under the Agreement. See Exhibit A, § 7(b). The costs of relocating certain links that are non co-channel with the initial relocater's band will not be shared equally. *Id.* at § 6.

<sup>12/</sup> Notice ¶ 63.

<sup>13/</sup> Exhibit A, § 12.

<sup>14/</sup> *Id.* at § 19.

Agreement have the incentive to reduce such costs and make the process as efficient as possible.<sup>15/</sup>

Given the efficiencies of the Cost-Sharing Agreement and similar contracts, the Commission should affirm its tentative conclusion to permit PCS providers to enter into cost-sharing agreements in lieu of the formula and clearinghouse process contemplated in the Notice.<sup>16/</sup> Although PCS licensees might not be able to reach contractual agreements in all cases, to the extent they do the administrative burdens of the proposed clearinghouse will be reduced. Accordingly, a PCS licensee that is party to a cost-sharing agreement should not be required to fund the activities of the clearinghouse except to the extent that it uses the clearinghouse to obtain reimbursement from licensees that are not parties.<sup>17/</sup> PCS providers that enter such agreements should be required to fund only their share of the clearinghouse's activities.

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<sup>15/</sup> To minimize the costs of the clearinghouse, the Commission should solicit bids from interested parties to provide the clearinghouse functions. Once it has selected an entity to serve as the clearinghouse, the Commission should engage in periodic review of the clearinghouse's activities to ensure that it is operating efficiently.

<sup>16/</sup> See Notice at ¶ 29 ("PCS licensees would remain free to negotiate alternative cost-sharing terms").

<sup>17/</sup> A non-party liable for a share of relocation costs would calculate its share in accordance with the FCC's formula. The non-party's reimbursement payment would be forwarded to the relocater by the clearinghouse, and the relocater would distribute the payment among the parties to the agreement in accordance with its terms. The Cost-Sharing Agreement contemplates that the parties may receive reimbursement through the clearinghouse process. See Exhibit A, § 11.

## **II. THE COMMISSION SHOULD MODIFY ITS PROPOSAL TO FACILITATE COST-SHARING AND ENHANCE THE FAIRNESS OF THE SHARING MECHANISM**

Several modifications to the proposed cost-sharing plan would help minimize disputes over microwave relocation and enhance the overall fairness of the cost-sharing mechanism.<sup>18/</sup> Specifically, the Commission should adopt the Cost-Sharing Agreement's proximity threshold; revise the proposal so that "reimbursement rights" for the relocater vest when its system become operational, as would be the case for all subsequent PCS licensees; and permit both cash payments to microwave incumbents and payments to vendors for substitute facilities, up to the reimbursement cap, to qualify for cost-sharing without substantiation of the reasonableness of the payments.

### **A. The Commission Should Adopt The Cost-Sharing Agreement's Proximity Threshold**

Instead of the TIA Bulletin 10-F interference standard as proposed by the Commission,<sup>19/</sup> the Cost-Sharing Agreement relies on a proximity threshold to determine the liability of PCS providers for relocation costs. Incorporation of this concept into the Commission's cost-sharing mechanism would reduce its complexity and uncertainty.

The parties to the Cost-Sharing Agreement agreed on a proximity threshold instead of an interference standard to avoid disputes that would inevitably arise over whether a

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<sup>18/</sup> Although AT&T expects that most of its cost-sharing transactions will occur with parties to the Cost-Sharing Agreement and other similar agreements, AT&T will most likely need to utilize the cost-sharing process established by the Commission in order to seek remuneration from entities not parties to the Agreement.

<sup>19/</sup> Notice ¶ 52.

particular PCS facility caused interference to an incumbent microwave licensee.<sup>20/</sup> As the Commission itself has recognized, Bulletin 10-F permits the use of different propagation models and allows the use of alternative technical parameters.<sup>21/</sup> These potential variations could make it difficult for parties to arrive at a consensus on the measurement of interference.

A proximity threshold, by contrast, establishes a "bright line" for determining which relocation expenditures are eligible for reimbursement. Expenditures to relocate any incumbent microwave facilities sited within the proximity threshold would be shared among all PCS licensees with fixed base stations that are turned on at commercial power in that territory, regardless of the technology used by any particular PCS licensee.

The Cost-Sharing Agreement defines the proximity threshold for relocation liability as a rectangle 30 miles by 15 miles on each side of both nodes of the microwave link.<sup>22/</sup> Parties to the agreement will incur no cost-sharing obligations for any microwave link where both nodes of the link are more than 50 miles beyond the boundaries of the Major Trading Area ("MTA") where the PCS provider otherwise has such obligations.<sup>23/</sup>

Compared to the TIA Bulletin 10-F standard, the proximity threshold is an easy-to-apply rule that would minimize the incidence of disputes over cost-sharing that could otherwise lead to protracted administrative proceedings and additional delay in clearing the 2

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<sup>20/</sup> Different PCS technologies may interfere in different ways with an incumbent microwave licensee's facilities.

<sup>21/</sup> Id.

<sup>22/</sup> See Exhibit A, § 1(c) (figure depicting the proximity threshold).

<sup>23/</sup> Id.



GHz band. Although the TIA Bulletin 10-F provides technical guidelines for frequency coordination purposes, it has not been applied consistently to PCS systems in predicting potential PCS base station interference with microwave receivers. The use of TIA Bulletin 10-F as part of the cost-sharing mechanism would introduce unnecessary complexity into what should be a straightforward process for determining reimbursement liability.

**B. For All PCS Providers, Including the Relocator, Depreciation Calculations Should Begin When A System Is Operational**

The Commission tentatively concludes that depreciation of the PCS relocators' reimbursement rights should begin when it registers with the clearinghouse, rather than when it places its system in service.<sup>24/</sup> The Commission argues that registration with the clearinghouse will be easier to confirm than the date a system becomes operational,<sup>25/</sup> but nonetheless would appear to permit all subsequent licensees to begin calculating depreciation when they begin offering service.<sup>26/</sup>

The Commission should revise its proposal so that all PCS licensees are treated equally with respect to the commencement of depreciation calculations. Depreciation is properly calculated when plant is put into service, not when a relocator registers with the clearinghouse. Indeed, many months may pass between registration and the completion of construction of a PCS system. Under the Commission's proposal, a relocator would be

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<sup>24/</sup> Notice ¶ 30.

<sup>25/</sup> Id.

<sup>26/</sup> Compare id. at ¶ 26 (indicating that  $T_N$  is calculated by reference to when the subsequent licensee places its facilities into operation) with id. at ¶ 30 (tentatively concluding that depreciation for the PCS relocator should be the date it acquires its reimbursement rights).

penalized for early registration through a reduction in its reimbursement rights. Subsequent PCS licensees would not be similarly disadvantaged because their depreciation calculations would begin with the date of service.

There is no legal or policy justification for the disparate treatment proposed by the Commission. To the contrary, regulatory parity is the touchstone of commercial mobile services regulation<sup>27/</sup> and is clearly the more equitable policy in this case. The Commission should explicitly provide that all PCS providers may begin to calculate depreciation from the date they place their systems in service. Depreciation is properly considered a function of the reduction in the value of plant, which dates from the commencement of service both for PCS relocators and subsequent licensees.

**C. PCS Providers Should Not Have To Substantiate The Reasonableness Of Payments Up To The Reimbursement Cap In Order to Qualify for Reimbursement**

In about half of its relocation agreements with microwave incumbents, AT&T has agreed to make cash payments to the incumbent. In the other half, it has agreed to undertake the construction of a new microwave system on a turnkey basis. Upon consummation of a cash deal, the incumbents relinquish their use of the 2 GHz band.

In either case, AT&T and any other PCS relocator should be eligible for cost-sharing with respect to any payments made to or on behalf of an incumbent microwave licensee, without having to substantiate the reasonableness of such payments.<sup>28/</sup> A reasonableness

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<sup>27/</sup> The principle of regulatory parity was embodied in the enactment of section 332(c) of the Communications Act in 1993. See, e.g., H.R. Rep. 213, 103d Cong. 1st Sess. 261 (1993).

<sup>28/</sup> The Cost-Sharing Agreement contains a similar provision. See note 11, supra.

showing would introduce additional uncertainty into the relocation process and delay reimbursements to the PCS relocater and subsequent licensees.

Payments at or under the cap should be considered per se reasonable. In the case of cash deals, for instance, PCS providers can eliminate continuing responsibilities to microwave incumbents through one cash payment. Incumbents will likewise benefit by no longer being beholden to the PCS provider to obtain facilities necessary for relocation. The Commission should encourage such arrangements by adopting a rule that permits relocators to qualify for reimbursement for such payments up to the cap amount.

### **III. THE COMMISSION SHOULD ADOPT MICROWAVE RELOCATION GUIDELINES THAT ENSURE THE SWIFT AND EFFICIENT RELOCATION OF INCUMBENTS**

The Commission also seeks comment on refinements to the rules governing negotiations between PCS and incumbent microwave operators.<sup>29/</sup> AT&T believes that the record of the past six months amply demonstrates that the time for refinements is past, and that fundamental rule changes are necessary in order to enable PCS licensees to clear the 2 GHz band efficiently and expeditiously. These rules should apply to the relocation of all microwave licenses, both inside and outside the 2 GHz band.<sup>30/</sup>

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<sup>29/</sup> Notice ¶¶ 68-90.

<sup>30/</sup> The Commission requests comment on whether the rules it develops in this proceeding should also apply to other emerging technology services such as 2.110 - 2.150 and 2.160 - 2.200 GHz that have not yet been licensed. See id. at ¶ 4. Although PCS providers are not required to relocate these frequencies at this time, the same rules should apply to future relocation in these bands. The Commission should also clarify that a PCS licensee is not required to relocate, replace, or upgrade microwave links outside the PCS licensee's frequency band.

**A. The Commission Should Permit Incumbent Microwave Users To Waive Commission Protections**

Once in the negotiation process, incumbent microwave licensees should be permitted to negotiate freely with PCS providers, including agreeing to waive the applicability of rules intended as safeguards for incumbent microwave licensees. PCS providers should be assured that once these provisions are contractually waived, incumbent microwave licensees cannot seek to declare their waivers invalid.

For example, the Commission's rules entitle incumbent microwave users to a one-year trial period after relocation to determine whether facilities are comparable.<sup>31/</sup> The Commission tentatively concludes that facilities are "comparable" to the incumbent microwave user's former facilities if they are roughly equivalent based on communications throughput, system reliability, and operating cost.<sup>32/</sup>

In order to offer incumbent microwave licensees negotiating flexibility, the Commission should clarify that incumbents can waive requirements like the one-year trial period and that such waivers are binding on the incumbent. This flexibility will give incumbent microwave licensees further bargaining power in relocation negotiations, while providing PCS licensees with an additional opportunity to obtain relief from continuing relocation burdens.

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<sup>31/</sup> See 47 C.F.R. § 94.59(e).

<sup>32/</sup> Notice ¶ 73. AT&T questions whether system reliability is an appropriate measure of comparability, given the vicissitudes of system hardware.

**B. The Commission Should Clarify Its Procedures For Relocating Secondary Incumbent Microwave Licensees**

AT&T welcomes the Commission's proposal to refrain from continuing to grant primary licenses in the 2 GHz band.<sup>33/</sup> AT&T believes that the Commission should extend this principle to all new licensing, including secondary microwave links, in the 2 GHz band. As the Commission recognizes, further primary licensing in the 2 GHz band would only defer the inevitable relocation of these microwave licensees and place the onus on PCS providers to relocate an ever-increasing number of incumbent microwave licensees.<sup>34/</sup>

The Commission should also clarify that PCS providers do not have an obligation to relocate secondary licensees, and PCS providers should not have to initiate an administrative procedure to coordinate this process. Secondary incumbent microwave licensees should be required to cease operations when asked to do so by PCS providers, or, alternatively, on a date certain. Moreover, as the Commission proposes in the Notice, all incumbent microwave licensees should be converted to secondary status on a particular date, after which time they would not be protected from interference from primary operations.<sup>35/</sup>

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<sup>33/</sup> Id. at ¶ 88.

<sup>34/</sup> Id. at ¶ 89.

<sup>35/</sup> See id.

**C. The Commission Should Clarify That Public Safety Incumbents Must Certify From The Outset Their Special Status**

To qualify as public safety incumbents, microwave licensees must demonstrate that a majority of their facilities are used for "police, fire, or emergency medical services operations involving safety of life and property."<sup>36/</sup> Incumbents may petition the Commission for status as public safety licensees.<sup>37/</sup>

In order to mitigate the practical difficulties associated with relocating public safety microwave licensees, the Commission should require potential public safety licensees to petition for public safety status immediately and to certify that they are eligible for such status as soon as their petition is granted. Without such documentation at the beginning of the negotiation process, PCS providers will suffer the burden of attempting to determine which licensees are public safety incumbents and when the voluntary period expires for a particular licensee.

**D. The Commission Should Reduce the Voluntary Negotiation Period and Require Incumbents to Bargain in Good Faith at All Times**

As a threshold matter, the Notice does not address the chief difficulty confronting PCS providers in the microwave relocation process: some incumbent microwave licensees have flatly refused to negotiate with PCS providers, exploiting the voluntary negotiation period in order to delay and extract higher relocation fees from PCS providers.

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<sup>36/</sup> See Redevelopment of Spectrum to Encourage Innovation in the Use of Telecommunications Technologies, Memorandum Opinion and Order, 9 FCC Rcd 1943, 1949 (1994).

<sup>37/</sup> Id. Once a microwave incumbent has been deemed a public safety licensee, it is entitled to a three-year voluntary negotiation period and a two-year mandatory period. See Second Memorandum Opinion and Order, 9 FCC Rcd at 7797.

In their comments in this proceeding, the Personal Communications Industry Association and the Cellular Telecommunications Industry Association detail many examples of such conduct by incumbent licensees.<sup>38/</sup> This conduct can only be curtailed by reducing the voluntary negotiation period -- to no more than one year after the PCS licensee has notified the incumbent of its desire to commence negotiations -- and by requiring incumbents to negotiate in good faith during the voluntary as well as the mandatory negotiation period.<sup>39/</sup> If the Commission finds that the incumbent microwave users are not negotiating in good faith, it should require the commencement of the mandatory negotiation period.<sup>40/</sup> The Commission should act on a petition to commence the mandatory period within 30 days.

The absence of sufficient regulatory incentives for good faith negotiations delays relocation and the deployment of PCS. As a practical matter, it also places substantial impediments in the way of a PCS licensee's ability to complete the relocation process as set

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<sup>38/</sup> AT&T provided a number of the examples cited by PCIA and CTIA. It has asked not to be identified with any particular examples to avoid prejudicing ongoing relocation negotiations with incumbent microwave users.

<sup>39/</sup> The Commission already requires good faith in negotiations during the mandatory period. See Third Report and Order, 8 FCC Rcd at 6595. In the Notice, the Commission proposes to clarify that an offer of comparable facilities constitutes good faith on the part of PCS providers, Notice ¶ 69, and the failure of an incumbent to accept such an offer would create the rebuttable presumption that the incumbent was not acting in good faith. Id. Additional examples of the lack of good faith might include a refusal to negotiate, whether solely or in concert with other incumbent fixed microwave licensees; unreasonable or arbitrary demands for excessive premiums, including reimbursement costs that exceed the value of comparable facilities by more than 20 percent; unreasonable or arbitrary demands regarding interference standards; demands for replacement facilities that significantly exceed the technical specifications of the facilities being relocated; and demands for the relocation, replacement, or upgrade of links that are geographically remote from the PCS facilities or are not within the frequency band licensed to the PCS system.

<sup>40/</sup> Repeated failures to negotiate in good faith should result in license revocation.

forth in the Commission's rules. PCS providers must guarantee payment of all costs of relocating the incumbent to comparable facilities; complete all activities necessary for placing the new facilities into operation, including engineering and frequency coordination; and build and test the new microwave (or alternative) system.<sup>41/</sup> If they cannot rely on good faith efforts by incumbents, PCS providers may find it difficult to accomplish these tasks, which are predicated on cooperation between the parties.<sup>42/</sup>

### CONCLUSION

For the foregoing reasons, the Commission should permit cost-sharing agreements like the Cost-Sharing Agreement to coexist with any cost-sharing plan that it adopts. In addition, the Commission should incorporate the Cost-Sharing Agreement's proximity threshold into its own cost-sharing plan. Finally, the Commission should adopt microwave relocation guidelines that permit microwave incumbents to waive rights created by the Commission's rules; prohibit further licensing in the 2 GHz band; clarify its procedures for the relocation of secondary microwave licensees; require public safety incumbents to certify their status to PCS providers at the beginning of the negotiation process; and, to limit abuse

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<sup>41/</sup> Third Report and Order, 8 FCC Rcd at 6591.

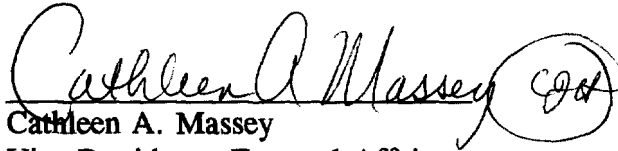
<sup>42/</sup> The Commission has also stated that upon involuntary relocation, the Commission will amend the operation license of the fixed microwave operator to secondary status. Notice ¶ 7. As discussed above, this would impose an additional burden on PCS providers because secondary microwave licensees are not automatically cleared from the band when a PCS provider commences operations.



of the negotiation process, reduce the voluntary negotiation period to no more than one year and require good faith negotiations during voluntary and mandatory negotiations.

Respectfully submitted,

AT&T WIRELESS SERVICES, INC.

A handwritten signature in cursive script, reading "Cathleen A. Massey", followed by a circular stamp containing the initials "CJM".

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Of Counsel

November 30, 1995

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CERTIFICATE OF SERVICE

I, Tanya Butler, do hereby certify that on this 30th day of November, 1995, I caused a copy of the foregoing Comments of AT&T Wireless Services, Inc. to be sent by first class mail, postage prepaid, or to be delivered by messenger (\*) to the following:

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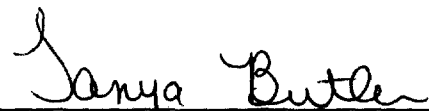
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